

Hearing Date: February 4, 2019 at 10:00 a.m.
Objection Deadline: January 26, 2019 at 4:00 p.m.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

**SEARS HOLDINGS CORPORATION, *et al.*,

Debtors.**

Chapter 11

Case No. 18-23538 (RDD)

(Jointly Administered)

**OBJECTION TO NOTICE OF CURE COSTS AND POTENTIAL
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES
IN CONNECTION WITH GLOBAL SALE TRANSACTION**

TO THE HONORABLE ROBERT D. DRAIN, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW The Davis Companies (“Landlord”) and files this Objection to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction (the “Objection”) to the alleged cure amount set forth in the Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction [Docket No. 1731] (the “Cure Notice”) served by the Debtors, and in support thereof would show as follows:

1. On October 15, 2018 (“Petition Date”), Debtors commenced these Chapter 11 cases by filing voluntary petitions under Chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their affairs as debtors-in-possession under 11 U.S.C §§ 1107 and 1108.

2. Landlord is party to a commercial lease with one of the Debtors for certain real property located in West Lebanon, New Hampshire (the “Lease”).

3. On January 18, 2019, the Debtors filed the Cure Notice.

4. Pursuant to 11 U.S.C. § 365(b)(1)(A), the Debtors must cure any defaults under

the Lease in connection with any proposed assumption, as well as provide adequate assurance of future performance. Pursuant to the Cure Notice, the Debtors identified \$141,752 as the amount alleged to be owing to Landlord under the Lease (the "Proposed Cure Amount").

5. Landlord disputes the Proposed Cure Amount in the Cure Notice. Landlord's books and records reflect a cure amount of \$215,677.15, which sum consists of monthly rent due for the prepetition period as well as obligations under the Lease related to real estate taxes, water and sewer charges currently due.

6. Landlord reserves all rights to object to potential assumption and assignment of the Lease on any basis other than the Proposed Cure Amount, including without limitation, based on the lack of adequate assurance. Landlord further reserves the right to amend and/or supplement this objection in the event it is determined additional cure amounts are owed under the Lease.

WHEREFORE Landlord prays (i) that the cure amount set forth in the Cure Notice be corrected to reflect the correct cure amount of \$215,677.15 representing amounts due and owing under the Lease that must be paid to Landlord in connection with the assumption of the Lease; (ii) that Landlord be provided adequate assurance of future performance in connection with any potential assignment of the Lease; and (iii) that Landlord be awarded such other and further relief to which it may be justly entitled at law or in equity.

Dated: January 25, 2019

Respectfully submitted,

NUTTER MCCLENNEN & FISH LLP

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ATTORNEY FOR THE DAVIS COMPANIES

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing instrument has been served via electronic mail and/or first class mail, postage pre-paid on this 25th day of January, 2019 upon the parties listed below and electronically via ECF notification upon all parties requesting service via ECF notification:

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